



Order Filed on April 29, 2020
by Clerk
U.S. Bankruptcy Court
District of New Jersey

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

**SCURA, WIGFIELD, HEYER,
STEVENS & CAMMAROTA, LLP**
1599 Hamburg Turnpike
Wayne, New Jersey 07470
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Carlos D. Martinez, Esq.
cmartinez@scura.com
Counsel for Debtor

In re:

FRANKLIN MEDINA,

Debtor.

Case No. 18-11629

Chapter 11

Hon. Judge: Rosmary Gambardella

Hearing Date and Time:

May 12, 2020 at 11:00 AM

**STIPULATION AND CONSENT ORDER RESOLVING
NEW YORK STATE THRUWAY AUTHORITY'S
ADMINISTRATIVE CLAIM FOR POST PETITION
PAYMENTS**

The relief set forth on the following pages, numbered two (2) through four (4), is hereby

ORDERED.

DATED: April 29, 2020

A handwritten signature in cursive script that reads "Rosemary Gambardella".

Honorable Rosemary Gambardella
United States Bankruptcy Judge

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Debtor: Franklin Medina
Case No.: 18-11629
Caption of Order: STIPULATION AND CONSENT ORDER RESOLVING NEW YORK STATE THRUWAY
AUTHORITY'S ADMINISTRATIVE CLAIM FOR POST-PETITION PAYMENTS

THIS MATTER having been brought by the debtor, Franklin Medina (the "Debtor"), by and through counsel, by filing his Disclosure Statement and Chapter 11 Plan of Reorganization (the "Plan") on September 16, 2019 (Docket Entry No. 108); and

WHEREAS, New York State Thruway Authority ("NYSTA") filed an administrative Proof of Claim in the Debtor's bankruptcy case for post-petition payments not being treated in the Debtor's Plan (Proof of Claim No. 14); and

WHEREAS, on March 27, 2020, NYSTA provided the Debtor and bankruptcy counsel with a schedule of the tolls and fees incurred by the Debtor post-petition and said schedule is attached hereto as **Exhibit A** (the "Administrative Claim");

IT IS STIPULATED AND HEREBY ORDERED THAT:

1. The Debtor acknowledges that amounts owed to NYSTA for its Administrative Claim are a true and accurate representation of the tolls and fees incurred by the Debtor post-petition.
2. The Debtor acknowledges and agrees that the Administrative Claim is an allowed administrative claim pursuant to 11 U.S.C. §503(b)(1)(A) and is entitled to priority in this case under 11 U.S.C. §507(a)(2).
3. NYSTA agrees to accept \$6,000 in full satisfaction of its Administrative Claim which shall be payable over eighteen (18) months at \$333.00 a month. Monthly Payments on the Administrative Claim shall commence on the first day of the month immediately following the entry of the Order Confirming the Debtor's Plan and shall continue on a like date for each consecutive month thereafter until paid in full. Checks shall be made payable to "New York State Thruway Authority" and mailed to:

Ms. Kathleen Clark
Office of General Counsel
New York State Thruway Authority

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200 Southern Boulevard
Albany, NY 12209

4. Upon failure of NYSTA to receive any monthly payment by the 10th day of any month a payment is due then, in such event, the Debtor shall be deemed in default hereunder without further notice or application to the Court.
5. NYSTA reserves its right to recover any tolls and fees incurred by the Debtor after those tolls and fees identified in Exhibit A.
6. In the event, the Debtor fails to make payment of any future tolls and fees when due as such may accrue, then in such event the Debtor shall be in default hereunder.
7. Upon the occurrence of a default hereunder, and without further notice or application to the court, all amounts due pursuant to this stipulation, less credit for any monthly payments previously received, shall be immediately due and payable to NYSTA.
8. This Stipulation and Consent Order shall be incorporated in and become part of any Order Confirming the Debtor's Plan.
9. This Stipulation and Consent Order shall be of no force or effect unless and until it is approved by the Bankruptcy Court. When so approved, this Stipulation and Consent Order shall be binding upon the Debtor and NYSTA, as well as each of their respective successors and assigns, and all such other parties in accordance with the terms hereof.
10. This Stipulation and Consent Order may be executed in counterparts and it shall be unnecessary that the signatures of, or on behalf of, each party appear on each counterpart, all counterparts of which shall collectively constitute a single document. Any party executing by email or facsimile shall provide an original signature page to the other party within a reasonable amount of time.

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11. This Court shall retain exclusive jurisdiction to hear and determine any matters and disputes arising from or related to this Stipulation and Consent Order.
12. The terms and conditions of this Stipulation and Consent Order shall survive any dismissal or conversion of these bankruptcy proceedings and shall remain in full force and effect upon the occurrence of any such dismissal or conversion. The terms and provisions of this Stipulation and Consent Order are binding upon any trustee and/or committee which may be appointed in the Debtor's bankruptcy proceeding.

The undersigned consent to the form,
content, and entry of this order.

SCURA, WIGFIELD, HEYER,
STEVENS & CAMMAROTA, LLP

NEW YORK STATE THRUWAY AUTHORITY
OFFICE OF GENERAL COUNSEL

By: /s/ Carlos D. Martinez
Carlos D. Martinez, Esq.

By: /s/ Richard Lombardo
Richard Lombardo, Esq.
Chief Litigation Counsel

Certificate of Notice Page 5 of 5

United States Bankruptcy Court
District of New JerseyIn re:
Franklin Medina
DebtorCase No. 18-11629-RG
Chapter 11**CERTIFICATE OF NOTICE**

District/off: 0312-2

User: admin
Form ID: pdf903Page 1 of 1
Total Noticed: 2

Date Rcvd: Apr 30, 2020

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 02, 2020.

db +Franklin Medina, P.O. Box 1502, Paramus, NJ 07653-1502
 aty +Scura, Wigfield, Heyer, Stevens & Cammarota, LLP., 1599 Hamburg Turnpike, P.O. Box 2031,
 Wayne, NJ 07474-2031

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
 NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: May 02, 2020

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 30, 2020 at the address(es) listed below:

Carlos D Martinez on behalf of Debtor Franklin Medina cmartinez@scura.com,
 ecfbkfilings@scuramealey.com/dstevens@scura.com/lrichard@scura.com/leon@scura.com/martinezcr93878@notify.bestcase.com
 David L. Stevens on behalf of Debtor Franklin Medina dstevens@scura.com,
 ecfbkfilings@scuramealey.com/lrichard@scura.com/leon@scura.com/martinezcr93878@notify.bestcase.com
 Denise E. Carlon on behalf of Creditor Toyota Motor Credit Corporation
 dcarlon@kmlawgroup.com, bkgroup@kmlawgroup.com
 Joel R. Glucksman on behalf of Creditor City of Union City jglucksman@sh-law.com,
 rjoyce@sh-law.com
 Joel R. Glucksman on behalf of Creditor Town of West New York jglucksman@sh-law.com,
 rjoyce@sh-law.com
 John R. Morton, Jr. on behalf of Creditor Ally Financial ecfmail@mortoncraig.com,
 mortoncraige@cf@gmail.com
 Jonathan C. Schwalb on behalf of Creditor SN Servicing Corporation
 bankruptcy@friedmanvartolo.com
 Laura M. Egerman on behalf of Creditor Wells Fargo Bank, National Association, as Trustee for
 Banc of America Alternative Loan Trust 2006-4 Mortgage Pass-Through Certificates, Series 2006-4
 bkyecf@rasflaw.com, bkyecf@rasflaw.com/legerman@rasnj.com
 Laura M. Egerman on behalf of Creditor New Residential Mortgage LLC bkyecf@rasflaw.com,
 bkyecf@rasflaw.com/legerman@rasnj.com
 Nicholas V. Rogers on behalf of Creditor JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
 nj.bkecf@fedphe.com
 Rebecca Ann Solarz on behalf of Creditor Toyota Motor Credit Corporation
 rsolarz@kmlawgroup.com
 Robert P. Saltzman on behalf of Creditor MTGLQ Investors, LP c/o Selene Finance LP
 dnj@pbslaw.org
 Sherri Jennifer Smith on behalf of Creditor JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
 nj.bkecf@fedphe.com, nj.bkecf@fedphe.com
 U.S. Trustee USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 14